

LAW ENFORCEMENT

**Agreement Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM**

Signed at Washington and London

November 15 and December 4, 1991



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

UNITED KINGDOM

Law Enforcement

*Agreement signed at
Washington and London
November 15 and December 4, 1991;
Entered into force December 4, 1991.*

AGREEMENT FOR MUTUAL ASSISTANCE IN
ADMINISTRATION OF JUSTICE IN CONNECTION
WITH THE BANK OF CREDIT AND COMMERCE INTERNATIONAL

The United States Department of Justice and the Director of the Serious Fraud Office of the United Kingdom, hereinafter referred to as "the parties", confirm the following agreement in regard to mutual assistance to be rendered in their respective countries with respect to alleged illicit acts pertaining to the activities of the Bank of Credit and Commerce International and its subsidiaries or affiliates, and their current and former shareholders, directors, officers, agents, employees, and customers.

1. Requests for assistance shall be communicated directly between the Criminal Division of the United States Department of Justice and the Director of the Serious Fraud Office of the United Kingdom.

2. Upon request, the parties shall use their best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence and other materials, available to them from any source concerning alleged illicit acts pertaining to the activities of the Bank of Credit and Commerce International, its subsidiaries or affiliates, and their current and former shareholders, directors, officers, agents and employees.

3. Such information shall be used exclusively for the purposes of investigation and prosecution of criminal offenses related to the subject matter of this agreement including the freezing, seizure or forfeiture of the proceeds and instrumentalities of crime, and the imposition of fines.

4. Except as provided in paragraph 5, the parties shall use their best efforts to keep confidential any information made available by the parties pursuant to this agreement, and all correspondence between the parties relating to such information and to the implementation of this agreement. The requested party may require further assurances concerning the confidentiality of sensitive information prior to providing such information pursuant to this agreement. In the event of breach of confidentiality, the other party may discontinue cooperation under this agreement.

5. Information made available pursuant to this agreement may be used freely by the requesting party in ensuing criminal proceedings, investigations, and prosecutions and proceedings brought by or for the benefit of the parties in connection with the freezing, seizure or forfeiture of the proceeds and instrumentalities of crime, and the imposition of fines. Information may be shared with other law enforcement or regulatory agencies investigating this matter only with the consent of the requested party. Disclosure to such agencies shall be conditioned on the recipient agency's acceptance of the terms set forth herein. The parties shall use their best efforts to furnish the information

for purposes of such legal proceedings in such form as to render it admissible pursuant to the rules of evidence in existence in the requesting party, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

6. The parties shall give advance notice of the intention to use information made available pursuant to this agreement in any criminal proceedings, or proceedings brought by or for the benefit of the parties in connection with the freezing, seizure or forfeiture of the proceeds and instrumentalities of crime and the imposition of fines.

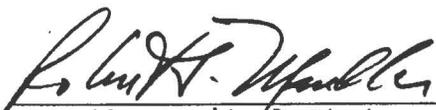
7. Neither party shall be required by this agreement to take acts which might result in the immunization of any person from prosecution under the law of the requested party.

8. The requested party will perform all actions under this agreement subject to any limitations imposed by its domestic law. The requested party may postpone or deny execution of a request for assistance if execution would interfere with ongoing criminal proceedings in the jurisdiction of the requested party.

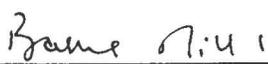
9. This agreement shall not limit the rights of the parties to utilize information that is obtained by the parties independent of this agreement.

10. The mutual assistance to be rendered by the parties pursuant to this agreement is designed solely for the benefit of the respective parties and is not intended or designed to benefit private parties. The provisions of this agreement shall not give rise to a right on the part of any private person to obtain, suppress, or exclude any evidence, or to impede the execution of a request.

Done at London, England and Washington, D.C.



For the United States
Department of Justice



For the Serious Fraud Office

November 15, 1991

December 4
November 4, 1991